

*Contract no. 393*

AGREEMENT

New Providence Board of Education  
and  
New Providence Education Association

1988-1992

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PREAMBLE

THIS AGREEMENT is entered into this 17th day of December, 1987, by and between the BOARD OF EDUCATION OF THE BOROUGH OF NEW PROVIDENCE (hereinafter called the "Board" or the "Employer" and the NEW PROVIDENCE EDUCATION ASSOCIATION (hereinafter called the "Association").

ARTICLE I  
RECOGNITION

A. Recognition

1. On September 26, 1968, the nonadministrative professional employees of the New Providence school district authorized and designated the New Providence Education Association to be the exclusive representative for negotiations.

2. a. The Board hereby recognizes the Association as the exclusive representative for purpose of collective negotiations of the following categories of employees:

Teachers

Nurses

Librarians

Guidance Counselors

b. All other employees of the employer, including but not limited to the following, are excluded from the bargaining unit:

Superintendent

Assistant Superintendent

Board Secretary

School Business Administrator

ARTICLE I cont'd

RECOGNITION

Principals

Vice Principal

Supervisors

Psychologists

Department Heads

3. The Board of Education of the Borough of New Providence and the Association recognize the importance of orderly, joint, expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement and, accordingly, herein agree upon a grievance procedure for the effective processing of such disputes.

4. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof. Any previously adopted policy, rule or regulation of the parties which is in conflict with the provisions of this Agreement shall be superseded and replaced by this Agreement. Nothing in this agreement which changes preexisting policy, rules or regulations of the parties will operate retroactively unless so stated.

B. Negotiation Procedures

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to

ARTICLE I cont'd

RECOGNITION

reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than December 15th of the calendar year preceding the calendar year in which this Agreement expires. Furthermore, items for negotiations must be presented to each side in writing not later than the first meeting. Any Agreement so negotiated shall apply to all teachers, be reduced to writing and, after ratification, be signed by the Board and the Association.

2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

3. It is recognized that N.J.S.A. 34:13A-5.3 states: "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established." The parties agree to be bound by this provision of the statute in accordance with law.

4. During the negotiations, the Board of Education may appoint a Principal or Supervisor to attend such meetings as an

ARTICLE I cont'd

RECOGNITION

observer. Such representatives will be limited to one (1) individual at any meeting.

5. The parties agree that, for future negotiations of salary guides, only vertical movement will be considered in computing the percentage change in the salary guide. Vertical movement shall be defined to mean the increase in an employee's pay resulting from the annual incremental increase and any negotiated increase within a column on the guide.

6. If an article or section of this Agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, including the Public Employment Relations Commission, or if compliance with an enforcement of any article or section should be restrained by such tribunal, the parties shall enter into immediate collective negotiations for the purpose of negotiating a replacement for such article or section.

ARTICLE II  
GRIEVANCE PROCEDURE

A. Definitions

1. Administrator .... is any person or persons acting in a supervisory capacity.

2. Aggrieved Person .... is the person or persons making the claim.

3. Grievance .... is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or group of teachers in accordance with law.

4. School day .... shall be defined as a day when teacher's attendance is required.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise affecting grievances of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administra-

ARTICLE II cont'd

GRIEVANCE PROCEDURE

tion, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated shall be considered maximum at each level, and every effort should be made to expedite the process. Time limits specified may be extended or shortened by mutual agreement. Failure to initiate a grievance within specified time limits shall be deemed a waiver of the right to process said grievance. Failure to appeal any decision rendered to the next step of the procedure within the time limits specified shall be deemed to be a waiver of the right to continue the processing of the grievance.

2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by June 30 and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

ARTICLE II cont'd

GRIEVANCE PROCEDURE

D. Sequence of Levels for Resolving Grievances

Level One - Any teacher having a grievance shall, within fifteen (15) working days of the occurrence thereof, submit said grievance in writing to the Building Principal, and shall meet with the Principal in an effort to resolve the matter.

Level Two - If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) school days after the presentation of the grievance, she/he may file the grievance in writing with the Superintendent of Schools within five (5) school days after the decision at Level One, or twelve (12) school days after the grievance was presented at Level One, whichever is sooner.

Level Three - If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, she/he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing to the Board of Education. If the Association requests a hearing before the Board on the grievance, the Board or a committee composed of at least two (2) Board members shall hold a hearing within thirty (30) days of receipt of the grievance.

ARTICLE II cont'd

GRIEVANCE PROCEDURE

The Board shall only be required to hold up to five (5) such hearings per year. At any hearing, more than one (1) grievance may be presented by the Association.

Level Four - If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the next regularly scheduled meeting of the Board, she/he may, within ten (10) school days after a decision by the Board, or fifteen (15) days after the last regularly scheduled meeting of the Board, whichever is sooner, submit the grievance to arbitration provided that the grievance concerns an alleged violation, misinterpretation or misapplication of the terms of this Agreement. This level shall be the terminal step for all other grievances.

Level Five

a. Procedure for Invoking Arbitration

The demand for a list of arbitrators shall be made to the Public Employment Relations Commission in accordance with its rules and regulations.

b. Jurisdiction of the Arbitrator

In rendering a decision the arbitrator shall be limited to the facts as presented. The arbitrator shall not have the authority to add to, modify or detract from the specific or express terms of the Agreement. The decision shall be rendered in writing and shall be binding.

ARTICLE II cont'd

GRIEVANCE PROCEDURE

c. Cost of Arbitration

The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

d. Exclusions from Arbitration

The following shall be excluded from binding arbitration:

(1) The failure or refusal of the Board to renew the contract of a nontenured employee;

(2) In any matter wherein a specific method of review is set forth by law, or by any rule, regulation, or order of the State Commissioner of Education, or the State Board of Education;

(3) Any complaint by any personnel occasioned by the appointment or lack of appointment, or retention in, or lack of retention in any position for which tenure is either not possible or not required;

(4) In matters where the Board is without authority to act;

(5) Any matter in which a petition in the district has been filed before the Division of Controversies and Disputes

ARTICLE II cont'd

GRIEVANCE PROCEDURE

of the office of the Commissioner of Education, whether or not covered by (1) through (4) set forth heretofore.

E. Rights of Teachers to Representation

1. Any aggrieved person may be accompanied at all stages, including Level One of the Grievance Procedure, by his or her representative. The Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

2. Any participant in the grievance process shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by reason of such participation.

F. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may initiate such grievance by submitting it in writing to the Superintendent of Schools directly, and the processing of such grievance shall be commenced at Level Two. This grievance shall be signed by at least one of the teachers who claims to be an aggrieved person.

2. The grievance form currently in use in the district shall continue to be used in the processing of grievances. Any modifications shall be jointly agreed to.

ARTICLE II cont'd

GRIEVANCE PROCEDURE

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved person and his or her designated or selected representatives, Association representatives heretofore referred to in this Article, and appropriate administrative representatives.

4. There need be no agreement between the Board and/or the Administration and the aggrieved person that the matter submitted in accordance with the Grievance Procedure is grievable.

5. Decisions rendered at all levels of this procedure shall be in writing setting forth the decision and the reasons therefor.

6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

7. The Association may initiate and process a grievance through all levels of this procedure even though the aggrieved person does not wish to do so.

ARTICLE III  
ASSOCIATION RIGHTS

A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, public information concerning the educational program and the financial resources of the district and such other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and the students, together with public information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any teacher participates during working hours in mutually scheduled negotiations, grievance proceedings or conferences or meetings with any administrator, the Board, or any Board member or representative, the teacher shall suffer no loss in pay.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Association shall follow the existing procedure to acquire such building use.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and

ARTICLE III cont'd

ASSOCIATION RIGHTS

all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Board of Education photocopier and other equipment will also be available for Association use on a limited special need basis with one (1) day's advance notice to the office of the Superintendent. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Association will replace or repair equipment damaged as a result of such use.

E. The Association shall have the right to utilize existing bulletin boards in faculty lounges or teacher dining rooms. The Association shall, at its option, have the right to exclusive use of bulletin boards to be provided by the Association. In such event, the size and location of new bulletin boards shall be mutually agreed to by the Association and the Superintendent.

F. For the life of this Agreement, the Board agrees to provide office space to the Association. The location of such space shall be determined mutually by the Board and the Association, subject to the Board's right to utilize said office space, if needed, for other educational purposes. In such event, the Board and the Association shall mutually determine an alternate location. The Association shall be allowed to have a telephone

ARTICLE III cont'd

ASSOCIATION RIGHTS

installed in such office at its own expense.

G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other labor organization. In the event of an election to determine the exclusive representative of the teachers, this provision shall not be in effect from the time an election is either consented to or ordered until the completion of the election.

H. The President of the Association may request to be released from his/her assigned duty on an individual case basis as the need arises to conduct Association business. The Building Principal will evaluate these requests and approve them when it appears that such approval will be of mutual benefit to the Board of Education and the Association.

As a condition of granting the released time to the Association President, the Building Principal may request that the Association President provide for coverage of his/her assigned duty.

The President of the Association shall only be required to attend one (1) evening assignment (Back-to-School) and shall not be involuntarily assigned to a co-curricular activity. In addition, the Board shall pay the Association President a \$500 stipend per year.

ARTICLE IV  
TEACHERS' RIGHTS

A. Pursuant to the Employer-Employee Relations Act, the Board and the Association agree that every member of the unit shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from such activities. The Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Employer-Employee Relations Act, or other Laws of New Jersey or the Constitutions of New Jersey or the United States.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. For purposes of this provision, discharge, removal, or nonrenewal shall not be considered as discipline, reprimand or reduction in rank or compensation.

ARTICLE IV cont'd

TEACHERS' RIGHTS

D. Whenever any teacher is required to appear before any Administrator or Supervisor, the Superintendent, Board or any committee thereof for a meeting or conference, the purpose of which adversely concerns the continuance of that teacher in his or her office, position, or employment or adversely concerns salary or any increments pertaining thereto, he or she shall be given prior written notice of the reason for such meeting or conference and shall be entitled to have a representative of the Association present to advise and represent him or her during such meeting or conference, provided that no unreasonable delay shall be incurred in the scheduling of such meeting due to a lack of representation.

E. The Board shall provide a job description of cocurricular jobs for which compensation is provided. This description shall be prepared by the Board of Education in consultation with the Association.

ARTICLE V  
BOARD'S RIGHTS

A. The Association recognizes that the Board has certain powers, rights, authorities, duties and responsibilities vested in it by the Laws of the State of New Jersey and of the United States. It is understood that these include the rules and regulations included in the New Jersey Administrative Code, an official publication of the State of New Jersey, as well as requirements coming from the New Jersey Commissioner of Education in the form of memoranda.

B. In exercise of its discretionary authority as aforesaid, the Board reserves the right to implement decisions except as limited by the specific terms of this Agreement. Insofar as these decisions affect or modify the terms and conditions of employment specified in this Contract, the Board agrees to negotiate the impact of such changes prior to implementation.

## ARTICLE VI

### WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-four (184) days plus one (1) full in-service workshop day, except for the new teachers who may be required to attend two (2) additional orientation days.

B. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

C. Prior to the Board's adopting the school calendar, the Superintendent shall submit a copy of the proposed calendar to the Association and shall meet, upon request, with the Executive Committee of the Association to discuss and consider suggestions regarding the calendar.

D. Each teacher shall be notified of his or her tentative building(s), subject area and grade level assignment for the ensuing year on or before the last day of school of the preceding year. The Board reserves the right to change a teacher's assignment after such notification.

## ARTICLE VII

### WORK LOAD

#### A. In-School Work Day

The total in-school work day for all members of the bargaining unit shall consist of not more than seven (7) hours and twenty (20) minutes which shall include a duty-free lunch period.

#### B. Lunch Period

1. Teachers shall have a daily duty-free lunch period coextensive with that of the students.

2. The Board may solicit volunteers to cover cafeteria duty for part of the teachers' normal lunch period. For each ten (10) minute segment, the annual compensation shall be:

1988-89 - \$550

1989-90 - \$594

1990-91 - \$642

1991-92 - \$693

In the event of an emergency (bona fide), the Board shall have the right to assign teachers.

#### C. Preparation Time

1. Teachers for kindergarten through third grade shall have at least five (5) preparation periods of forty (40) minutes per week. In grades four and five, when pupils are scheduled for art, library, music and physical education classes, the teacher may use the period for the purpose of planning, except in

ARTICLE VII cont'd

WORK LOAD

the event that a special teacher is unavailable on any particular day or days.

The Board shall make a good faith effort to replace the absent special area teacher with a substitute.

Any teacher who is required to substitute for another teacher during his/her only preparation period for the day shall be compensated per period:

1988-89 - \$17.00

1989-90 - \$18.36

1990-91 - \$19.83

1991-92 - \$21.42

Elementary teachers' before and after school preparation shall not count as a second preparation period.

2. Teachers for other grades shall have at least one (1) preparation period per day.

3. Nurses, librarians and guidance counselors shall be permitted to leave their assigned areas for brief recess periods during the course of a day. Preparation for assigned classes will also be permitted during the course of a day provided this preparation does not interfere with the regular functions of the health office, library facilities and guidance offices.

D. Meetings

Teachers may not be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty meetings or other professional meetings called by the Administration more than four (4) days per month. Meetings which take place after the regular in-school work day for which attendance is required shall not be

ARTICLE VII cont'd

WORK LOAD

called on Fridays or on days immediately preceding holidays. In addition to these four (4) meetings, teachers will continue the practice of meeting with parents, members of the child study team, guidance counselors, principals and other contacts as per past practice. The time of such conferences shall be mutually agreed upon and shall be within two (2) working days of the request for the conference.

Notification of any unscheduled meeting shall be given at least one school day prior to the day on which the meeting is to be held. Unscheduled meetings are those for which a schedule of dates has not been previously announced. Dates may be defined as actual calendar dates or as a set pattern such as the first Monday of each month. Notification for unscheduled meetings may be made in person or by the posting of notices in a conspicuous location.

In addition to the preceding, the Association recognizes that an important aspect of a well-rounded educational program is teacher-student involvement outside of classroom contacts. To foster this, the Association agrees to encourage teachers to volunteer for such evening duties as chaperones at school dances, assistants at concerts, and other school programs when teacher presence is desirable.

ARTICLE VII cont'd

WORK LOAD

In the event that sufficient volunteers cannot be obtained to meet these needs, the Board of Education shall have the right to assign teachers to these duties without additional compensation. However, no individual teacher shall be involuntarily assigned more than three (3) evening duties in any school year, unless such functions are part of the teacher's existing instructional program, in which case two (2) additional evening duties may be assigned. For any meetings beyond the limits set forth above, the Board agrees to compensate at the rate of \$15.00 per hour. It is understood that none of these evening duties shall be used for an open house program.

E. Teaching Periods

1. A high school teacher shall not be assigned to more than twenty-five (25) teaching periods per week except in the case of industrial arts, physical education and music teachers who may be assigned up to thirty (30) teaching periods. Teachers in the high school science department may be assigned up to twenty-nine (29) teaching periods per week.

Teachers in departments other than industrial arts, physical education, music and science may be requested to teach thirty (30) periods per week, but no more than two thirty (30) period assignments may exist in any one of these departments.

2. Middle school and elementary specialists in art,

ARTICLE VII cont'd

WORK LOAD

music and physical education may be assigned up to thirty (30) teaching periods (or the equivalent time) per week. Middle school teachers in all other departments may be required to teach up to twenty-six (26) periods per week.

3. If a classroom teacher, high school or middle school, is assigned six (6) teaching periods per day, he/she shall not be assigned any additional duties on the day or days in question excluding homeroom. Assignments of homeroom duty will be made to classroom teachers with the smallest number of teaching periods assigned first. Thereafter, assignments will be made in inverse order as to teaching periods (those with the least number of periods shall be assigned homeroom duty first).

F. Class Preparations

The Board agrees that the district average number of class preparations per teacher shall not exceed 3.0. Class preparations shall be defined as those courses in grades 6-12 which meet the following two criteria: (1) separate courses of study, and (2) requiring separate and distinct lesson plans. In the event individual teachers have more than four (4) preparations assigned, then they shall receive second preparation periods.

The average number of preparations per teacher shall be

ARTICLE VII cont'd

WORK LOAD

computed by dividing the total number of preparations assigned to all 6-12 classroom teachers in mathematics, science, social studies, foreign language and language arts by the total full-time and equivalent part-time 6-12 grade classroom teachers in those departments.

The Board agrees to maintain the averages specified for the 1988-1989, 1989-1990, 1990-1991 and 1991-1992 school years.

## ARTICLE VIII

### SICK LEAVE

#### A. Personal Illness

##### 1. Allowances for absence at full salary:

Teachers shall be allowed sick/family illness leave with full pay for fifteen (15) working days for all ten (10) month employees beginning with July 1st and ending June 30th of each school year. If any such person requires in any school year less than this specified number of days of sick/family illness leave with pay allowed, all days of such leave not utilized that year shall be cumulative up to a total of fifteen (15), to be used for additional sick/family illness leave as needed in subsequent years, without limitation.

2. Sick/family illness leave is hereby defined to mean the absence from one's post of duty because of personal disability due to illness or injury, or because of exclusion from school by a personal physician or the district's medical authorities because of contagious disease or being quarantined for such a disease in immediate household or in the case of illness of a parent, brother, sister, husband, wife, child, or any relative living at the teacher's home.

3. The Board, in its discretion, may grant additional sick leave without loss of pay.

ARTICLE VIII cont'd

SICK LEAVE

B. Statement by Physician

When absence for personal illness exceeds four (4) consecutive school days, a physician's statement shall be filed with the Secretary of the Board. In case of frequent or intermittent illness, the Board or Superintendent may require the teacher to submit to an examination or examinations by the school physician, or require the teacher to submit a statement from the attending physician.

C. Extended Personal Illness

Whenever an absence due to personal illness exceeds the number of days for which a teacher is covered herein, the teacher may request and the Board may pay any such teacher his/her salary less the pay of the substitute regardless of whether or not a substitute is employed, for such length of time as may be determined by the Board in each individual case.

D. In the event that a teacher utilizes no sick days for a full year, the teacher will receive a bonus to be paid on July 15:

1988-89	-	\$400
1989-90	-	\$432
1990-91	-	\$467
1991-92	-	\$504

E. By September 30 of each year, the Board shall give to each teacher, upon request, an accounting of his/her accumulated sick leave days.

ARTICLE IX  
TEMPORARY LEAVES OF ABSENCE

A. Personal Leaves

All teachers, upon written request to the Superintendent three (3) days in advance of the date of the leave requested, shall be entitled to three (3) personal leave days annually with no reason stated. It is agreed, however, that:

1. These days will not be used for matters of entertainment, recreation or shopping, etc., and will be used to conduct those matters of importance that cannot be transacted outside of normal school hours;
2. These days will not be taken during the first or last week of the school year;
3. These days will not be taken immediately before or after a vacation day when school is closed;
4. If more than one (1) personal day is to be taken consecutively, including Monday-Friday combinations, reasons will be given.

B. Death in the Immediate Family

1. Absence of five (5) days without loss of salary shall be allowed an employee in case of death of the following in his or her immediate family or household: mother, father, sister, brother, daughter, son, wife, husband, father-in-law or

ARTICLE IX cont'd

TEMPORARY LEAVES OF ABSENCE

mother-in-law. If during such a period the teacher is absent for a personal illness, a personal injury or any other excused absence, such absence shall apply. If at a later date circumstances directly related to the death necessitate additional absence, this provision providing up to five (5) days may be granted at the discretion of the Superintendent.

2. In case of death of grandparent, nephew, niece, uncle, aunt, brother-in-law or sister-in-law, not living with the immediate family, no deduction shall be made for absence on the day of the funeral.

3. In cases not covered in 1. and 2. above where attendance at a funeral is expected of or incumbent upon a teacher, deduction of the pay of a substitute shall be made during the necessary absence.

C. Compliance with Court Order

A teacher will receive full pay if she/he is absent for jury duty or in compliance with a Court Order as a material witness or if the action against the teacher is dismissed or results in a final decision in favor of the teacher.

D. School Business Leave

1. Teachers are encouraged to request two (2) days of absence in each school year for the purpose of visiting other

ARTICLE IX cont'd

TEMPORARY LEAVES OF ABSENCE

schools for observation, discussion and related professional interests. Such absences as recommended by the Principal and approved by the Superintendent shall not entail loss of pay.

2. Absence of teachers for purposes of attending professional meetings or conventions shall be subject to recommendation of the Principal and approval of the Superintendent. These shall be without loss of pay unless specifically agreed otherwise in advance.

E. Allotment of Days

1. If, in the opinion of the Superintendent, unusual circumstances warrant that an exception be made in the allotment of days for illness in the immediate family, death in the immediate family or absence for personal reasons, unused days in all of the above categories may be transferred to the advantage of the teacher provided that the total number of days requested without deduction does not exceed thirteen (13).

2. In each instance the approval of the Superintendent must be obtained in writing.

F. Definition of Half-Day

1. Half-day for purposes of absence shall be defined as up to three hours and forty minutes.

ARTICLE X  
EXTENDED LEAVES

A. Disability and Child-Rearing Leaves

1. Any teacher shall be granted, upon request, a leave of absence by the Board. Such requests shall be made, in writing, at least sixty (60) days prior to the requested commencement date of the leave and shall include the commencement date of the leave and one of the following dates of return:

a. Any date within sixty (60) days of the commencement of leave in which it would be reasonably expected that the teacher would be physically able to return to her duties, or

b. The beginning of any semester within a two (2) year period from the commencement of the leave.

2. The teacher shall begin her leave on the date requested, or if her physical condition is in question, then her leave shall begin when she is no longer able to produce a certification from her physician that she is medically able to continue her duties. The Board shall have the right to place a teacher on disability leave if it is determined that she can no longer perform the duties of her job.

3. The leave shall terminate on the date specified unless the teacher requests an extension, whereupon the leave may

ARTICLE X cont'd

EXTENDED LEAVES

be extended for an additional period of time for reasons associated with the pregnancy, birth or for other cause. If the Board questions the teacher's physical condition or capacity to resume her former duties, then the teacher shall produce a certification from her physician that she is medically able to resume her teaching duties.

4. Notwithstanding anything contained herein, the Board does not have to extend such leave of absence of a nontenure teacher beyond the end of the contract year in which the leave is obtained.

5. Any teacher adopting an infant child of one (1) year of age or less shall be entitled to the same privileges under this Article. The leave of the adopting teacher shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the legal requirements for the adopting.

6. For the period of disability related to the teacher's pregnancy and childbirth, the teacher may elect to use her accumulated sick leave and receive full pay and benefits if medical certification of the disability is presented. The normal period of disability shall be defined to be four (4) weeks prior to the expected delivery and extending four (4) weeks after the actual delivery or any other period of time during which the

ARTICLE X cont'd

EXTENDED LEAVES

teacher is medically disabled. This paragraph will not be applicable if the teacher commences her maternity leave prior to her period of disability.

B. Extended Leave of Absence

The Board may grant an extended leave of absence without pay if provisions herein set forth have been exhausted. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return, and the health insurance shall be available at the teacher's expense during the term of the leave. Notwithstanding the above, teachers with fifteen (15) or more years of service in the New Providence school system who are granted extended leaves of absence shall have their health insurance coverage paid by the Board for a period of one (1) year provided that such teachers are not in military service or located outside of the United States. The Superintendent shall make a reasonable effort to return the teacher to the same position held prior to taking said leave.

Any extended leave of absence shall end at the beginning of a semester and shall not be granted for more than a two (2) year period.

## ARTICLE XI

### SALARY

A. The salary guides for each of the four (4) years of this Agreement are set forth in Appendices I, II, III, and IV respectively.

B. Cocurricular activities will be compensated in accordance with the system set forth in Appendix IV. Point values for each year of this Agreement shall be:

1988-89	-	\$50.00
1989-90	-	\$54.00
1990-91	-	\$58.00
1991-92	-	\$63.00

C. When a pay day falls on or during a school holiday, vacation or weekend, the present practice of issuing pay checks on the last preceding working day shall be continued.

D. The Board shall provide on an individual basis for deductions to the Union County Teachers Federal Credit Union. Deductions must be in even dollar amounts divisible by two (2), with a minimum permissible amount of \$2.00. Authorization cards must be in the Union County Teachers Federal Credit Union office by July 15th of each school year for September 1st deduction.

E. The Association agrees that the deduction for professional dues will not be changed during the school year.

F. The Board shall provide, on an individual basis, for deductions from salaries to a tax-deferred annuity program. The carrier or broker for multiple carriers shall be mutually decided by the Board and the Association. In the event of multiple

ARTICLE XI cont'd

SALARY

carriers, the Board of Education offices shall be responsible to one (1) custodian, thereby representing no increase in office work load.

G. During the 1988-1989 school year, the Board will pay traveling teachers who travel to two (2) buildings per day \$20 per month and traveling teachers who travel to more than two (2) buildings per day \$30 per month in lieu of mileage when using their personal automobiles. Traveling teachers are those who have teaching assignments in more than one building. Teachers who must travel out of district shall be paid, in addition to \$40 per month, \$.20 per mile for each out of district mile over one hundred (100) miles traveled during a month.

During the 1989-1990, 1990-1991, 1991-1992 school years, the Board will pay traveling teachers who travel to two (2) buildings per day \$24 per month and traveling teachers who travel to more than two (2) buildings per day \$34 per month in lieu of mileage when using their personal automobiles. Traveling teachers are those who have teaching assignments in more than one building. Teachers who must travel out of district shall be paid, in addition to \$44 per month, \$.22 per mile for each out of district mile over one hundred (100) miles traveled during a month.

ARTICLE XII  
TUITION REIMBURSEMENT

A. Teachers shall be eligible for course reimbursement for college credits taken with the prior approval of the Superintendent of Schools. Payment will be made for those credits satisfactorily completed and for which a paid receipt from the institution or cancelled check made payable to the institution together with a transcript or other document issued by the institution's registrar is presented to the Board Secretary. Payment will be made after the next business meeting following presentation of the foregoing documentation provided all information was submitted to the Board Secretary fifteen (15) days prior to the scheduled Board meeting date.

B. Only employees under contract to the New Providence Board of Education at the time the payment is to be made will be eligible for reimbursement. Teachers who have not submitted a reimbursement voucher with appropriate documentation prior to the end of a given school year will receive reimbursement only if they honor the following year's contract with the Board.

C. To be eligible for reimbursement, teachers must take courses at accredited, degree-granting institutions which issue transcripts, and must also have satisfactorily completed the courses. Satisfactory completion is defined as a grade accept-

ARTICLE XII cont'd

TUITION REIMBURSEMENT

able for credit towards an advanced degree. Beyond the Master's degree, reimbursement shall be provided only in the area of the teacher's assignment except for courses taken as part of a currently accepted Doctoral Program. The Superintendent may approve any course which he/she sees as being in the best interest of the district.

D. Reimbursement for college credits in any year shall be at the State rate.

E. Reimbursement may also be made for educational institutes, workshops or courses taken at a nonaccredited institution with the prior approval of the Superintendent. Reimbursement shall be computed at a rate of fifty (50%) percent of the cost of the course, workshop or institute up to a maximum of \$50.00 per teacher per year, and shall be paid within sixty (60) days following submission of a reimbursement voucher and receipt for the workshop, course or educational institute.

The provisions of this paragraph shall in no way be construed to eliminate or detract from the existing practice of reimbursement of one hundred (100%) percent of the costs in the areas of guidance, athletics, or areas of need to the district as determined by the Superintendent.

## ARTICLE XIII

### INSURANCE

A. The Board shall pay the full premium for the health insurance program agreed to previously and shall provide increased benefits in that program as follows:

1. Reasonable and customary charges in full for doctor's visits in hospital.
2. X-ray and laboratory payment maximum to \$300.00.
3. Coinsurance payment to ninety (90%) percent of first \$2,000.00.
4. Deductible at \$50.00 per person and \$100.00 per family.

The policy is on file in the Board Office, summarized in a descriptive booklet distributed to teachers, and includes:

1. Coverage for dependents to age 25 as limited by the policy.
2. Three hundred sixty-five (365) day coverage.
3. Renewable maximum major medical coverage after limit (\$1,000,000.) is reached.
4. Option for teachers who are retiring, on maternity leave, extended medical leave, or any other approved leave to continue such coverage by paying the premium at the group rate to the Board.

## ARTICLE XIII

### INSURANCE

This coverage shall be at the usual and customary rate schedule.

The above coverage may include mandatory cost-saving features as:

1. Second surgical opinion requirements
2. Same day surgery requirements, and
3. Error-free billing programs.

B. Commencing with the 1980-1981 contract year, the Board shall provide individual employee coverage in accordance with the dental insurance program currently in effect. Effective with the 1981-1982 contract year, the Board shall also provide dependent coverage under that plan.

Effective with the 1982-1983 contract year, the Board shall provide dental insurance coverage for employees and their dependents in accordance with the dental insurance program currently in effect with the following changes:

1. Coinsurance shall be increased from fifty (50%) percent to eighty-five (85%) percent for employees and their dependents.

2. The deductible shall be eliminated from the entire dental plan for employees and their dependents.

C. The Board reserves the right to name the carrier to underwrite medical care benefits so long as substantially similar benefits are provided.

## ARTICLE XIII

### INSURANCE

D. Insurance coverage will terminate at the end of the month of the effective date of the resignation of the employee. In the event of summer resignation, June 30th will be considered the termination date.

E. The Board shall provide each teacher with a description of the health care coverage provided under this Article.

ARTICLE XIV  
SABBATICAL LEAVE

A. Every teacher who has held a position for seven (7) consecutive years in the New Providence school district shall be eligible to apply for a sabbatical leave.

B. "Sabbatical leave" shall mean a leave of absence for the purpose of improving the educational qualifications of a teacher in his or her position by study which is not necessarily restricted to a formal college program.

C. A sabbatical leave shall be for a period of one-half (1/2) year or one (1) year at one-half (1/2) the salary for the period of the leave. The "salary" is that which the teacher would have received if he or she were not on leave.

D. Any eligible teacher desiring a sabbatical leave shall make application by April first preceding the leave, specifying the period and purpose of the leave desired in such detail as required by the Board.

E. Sabbatical leave shall be granted to eligible applicants by recommendation of the Superintendent to the Board. The total number of teachers on sabbatical leave shall not exceed two (2) at any one time.

F. A sabbatical leave may be taken during two (2) consecutive summer recesses only for the purpose of attending an ac-

ARTICLE XIV cont'd

SABBATICAL LEAVE

credited, degree-granting institution for the purpose of working toward a Master's degree or for courses beyond the Master's degree. For each day of class attendance during a summer sabbatical, the teacher will be compensated at the rate of one four-hundredth (1/400) of his or her salary for the previous school year. If the second half of an approved sabbatical is not to be continued, the teacher shall so notify the Board Secretary of his/her intent to discontinue prior to April first of the year following completion of the first half of the program.

G. All tenure, salary increment, and pension retirement rights shall be retained by and accrued to the teacher on sabbatical leave in the same manner as if he or she were not on such leave. The Board shall deduct from the salary of the teacher on sabbatical leave and pay on his or her behalf such amounts as are required for pensions, teacher-paid fringe benefits, and such other purposes as may be required by law.

H. Upon the termination of a sabbatical leave, the Superintendent shall make a reasonable effort to return the teacher to the same position which he or she held prior to taking such leave. Any teacher who does not accept said position with the New Providence Board of Education within the scope of his or her certification upon the termination of a sabbatical leave and

ARTICLE XIV cont'd

SABBATICAL LEAVE

continue therein for a period of one (1) year thereafter, unless the Board shall otherwise approve, shall be deemed guilty of unprofessional conduct, and the Commissioner of Education shall be so notified and the employee required to refund the full salary paid to him or her while absent from his or her position.

ARTICLE XV  
SUMMER EMPLOYMENT

A. The terms and conditions of employment afforded to employees hired for summer employment shall be limited to the following:

1. Salaries for summer employment shall be 1/200 per day of the teacher's annual salary for summer school teaching or for guidance counselors. The compensation for summer curriculum writing shall be the following per hour:

1988-89 - \$19.50

1989-90 - \$21.10

1990-91 - \$22.75

1991-92 - \$24.60

2. Salaries shall be paid in two (2) installments, one (1) at the end of the second week and one (1) at the completion of the summer assignment.

3. The Board of Education will endeavor to issue contracts for summer employment by no later than the final week of the regular school year. The Board reserves the right to cancel summer school contracts where a decision is made to withdraw the course offering, and to issue additional contracts for courses to be offered after the initial summer curriculum is announced. In the event it is necessary to cancel a contract, the teacher shall be notified immediately by mail at the address on record with the Board of Education.

ARTICLE XV cont'd

SUMMER EMPLOYMENT

B. The presence of this clause in the Agreement in no way obligates the Board of Education to the operation of a summer school.

C. Members of the Association employed by the Board of Education for work outside their professional certification shall not be covered by this Agreement.

## ARTICLE XVI

### RETIREMENT

A. Upon qualifications for retirement with the pension fund and retirement from the district or upon the death of the employee, payment shall be made for unused accumulated sick leave at the rate of thirty-five (35%) percent for 1988-89 through 1991-1992 of the teacher's per diem rate to the teacher or his/her estate.

ARTICLE XVII  
MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed,

ARTICLE XVII cont'd

MISCELLANEOUS PROVISIONS

color, religion, national origin, sex, domicile, marital status, age or handicap.

E. The Board and the Association recognize written administrative regulations and Board rules and regulations which govern teachers, but that are not a part of this Agreement.

F. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right through the Administration, in accordance with applicable laws and regulations:

1. To direct teachers within the scope of their contracts in compliance with Board policy;

2. To hire, promote, transfer, assign, and retain teachers in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against teachers;

3. To relieve teachers from duties for just cause;

4. To maintain the efficiency of the school district operations entrusted to them;

5. To determine the teaching staff by which school district operations are to be conducted, and

6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XVII cont'd

MISCELLANEOUS PROVISIONS

G. Copies of this Agreement shall be reproduced at the expense of the Board and the Association within thirty (30) days after the Agreement is signed. Each group shall pay for the number of copies which it deems necessary for its use and distribution.

H. Whenever any communication pursuant to this Agreement is necessary, except as stated by the grievance procedure, said communication will be forwarded to the Secretary of the Board when initiated by the Association, and to the President of the Association when initiated by the Board.

I. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

J. It is agreed that, during the period of negotiations and prior to reaching an Agreement, the specifics of the proceedings and progress of negotiations shall remain confidential.

ARTICLE XVII cont'd

MISCELLANEOUS PROVISIONS

All releases to the news media shall be made with prior notification from one party to the other.

K. The Board shall endeavor to protect and maintain the safety, security, and welfare of any teacher threatened, menaced, or harmed while said teacher is performing duties as required by the Administration.

ARTICLE XVIII  
REPRESENTATION FEE

A. Representation Fee If an employee does not become a member of the Association during any member year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder

ARTICLE XVIII cont'd

REPRESENTATION FEE

of the membership year in question. The deductions will begin with the first paycheck paid:

a. ten (10) days after receipt of the aforesaid list by the Board; or

b. thirty (30) days after the employee begins his or her employment in a bargaining unit position.

3. Termination

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1. above and/

ARTICLE XVIII cont'd

REPRESENTATION FEE

or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

C. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability, including cost of suit and attorneys' fees, which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

a. the Board gives the Association timely notice, in writing, of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph, and

b. if the Association so requests in writing and the Board agrees, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1. above

ARTICLE XVIII cont'd

REPRESENTATION FEE

will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

3. Notification

The Association will inform the Board as to the status of any action on a monthly basis.

ARTICLE XIX  
TEACHER EVALUATION PROCEDURES

A. The Board agrees to follow procedures for evaluation set forth in N.J.S.A. 18A:27-3, N.J.A.C. 6:3-1.19 and 6:3-1.21. Those procedures, to the extent that they remain unchanged, are incorporated by reference into this Agreement. Administrative Regulations 3221R1 and 3222R1 adopted pursuant thereto concerning the procedures for conducting evaluation of staff are similarly incorporated into this Agreement as though set forth at length. Unless there are modifications in N.J.A.C. 6:3-1.19 and 6:3-1.21 which mandate modifications of the procedural aspects of Administrative Regulations 3221R1 and 3222R1, these Administrative Regulations shall not be changed without prior negotiations. Any mandated or negotiated modifications in the procedural aspects of Administrative Regulations 3221R1 and 3222R1 shall be incorporated by reference in this Agreement.

B. Administrative Regulation 3222R1 is to be changed to require that teachers be provided with observation reports one (1) day or more prior to the observation conference.

C. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have any representatives of the Association accompany him/her during such review.

ARTICLE XIX cont'd

TEACHER EVALUATION PROCEDURES

D. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Derogatory material shall not include such normal records of the employer as attendance, leave of absence, and health records. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Refusal by the staff member to sign copies shall not preclude inclusion of document. The teacher shall also have the right to submit written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designatee and attached to the file copy.

E. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

F. For the improvement of homeroom procedures, the principal or other administrator may observe and evaluate a teacher during homeroom period when and if the principal or other admin-

ARTICLE XIX cont'd

TEACHER EVALUATION PROCEDURES

istrator determines that there is a need for such observation and evaluation. The principal or other administrator may hold a conference with the teacher following the observation and evaluation. There shall be no written observation or evaluation report placed in the teacher's personnel file from such homeroom observation or evaluation. Such written observation or evaluation report shall be maintained in a separate file in the principal's office and the contents thereof may be included in the teacher's formal or summative evaluation.

ARTICLE XX  
DURATION OF AGREEMENT

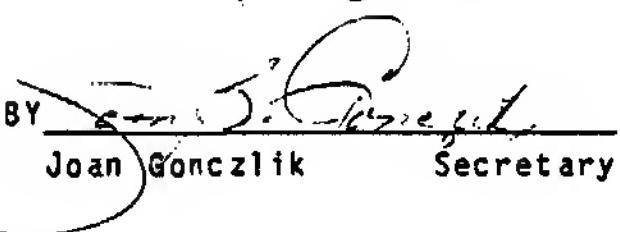
This Agreement shall be effective as of July 1, 1988, and shall continue in full force and effect until June 30, 1992. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and negotiating committee chairperson, and their corporate seals to be placed hereon.

SIGNED AND SEALED this 23<sup>rd</sup> day of December, 1987.

NEW PROVIDENCE  
EDUCATION ASSOCIATION

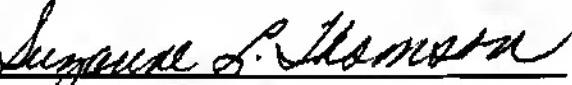
BY   
John Spitz President

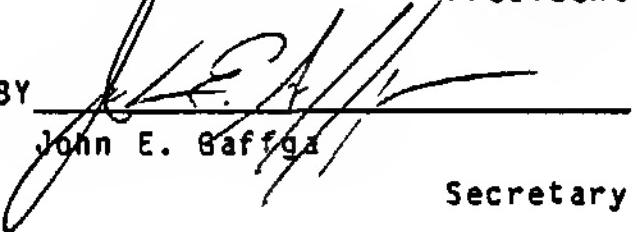
BY   
Joan Gonczlik Secretary

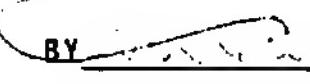
BY   
Martin J. Pearson  
Negotiating Committee

BY   
Gloria Unterwald  
Negotiating Committee

BOARD OF EDUCATION OF THE  
BOROUGH OF NEW PROVIDENCE

BY   
Suzanne L. Thomson President

BY   
John E. Gaffga Secretary

BY   
Ralph J. Thraen  
Negotiating Committee

BY   
Robert J. McLaughlin  
Negotiating Committee

## APPENDIX I

TEACHERS SALARY GUIDE1988-1989

<u>Step</u>	<u>8A</u>	<u>8A-15</u>	<u>8A-30</u>	<u>8A-30M*</u>	<u>8A-45M*</u>	<u>8A-60M*</u>
1	23,334	24,300	25,415	26,841	28,190	29,603
2	23,618	24,585	25,730	27,159	28,519	29,937
3	23,985	24,973	26,122	27,578	28,959	30,391
4	24,531	25,538	26,716	28,201	29,616	31,090
5	25,082	26,105	27,311	28,831	30,275	31,776
6	25,804	26,855	28,100	29,664	31,153	32,699
7	26,538	27,614	28,894	30,497	32,032	33,623
8	27,276	28,372	29,690	31,336	32,910	34,548
9	27,989	29,131	30,487	32,178	33,790	35,473
10	28,894	30,079	31,474	33,219	34,887	36,614
11	29,801	31,026	32,461	34,263	35,984	37,769
12	30,708	31,974	33,452	35,307	37,081	38,920
13	31,795	33,103	34,639	36,558	38,387	40,300
14	33,285	34,656	36,266	38,276	40,192	42,193

The salaries of employees who were paid at Step 14 or above in 1987-1988 shall be increased by 9.34% for 1988-89.

A	34,395	35,805	37,471	39,543	41,526	43,590
B	35,508	36,953	38,675	40,814	42,861	44,987
C	36,786	38,297	40,314	42,293	44,416	46,618
D	41,099	42,758	44,749	47,229	49,572	52,024

\* Must have Master's degree to qualify for this column.

## APPENDIX II

TEACHERS SALARY GUIDE1989-1990

<u>Step</u>	<u>BA</u>	<u>8A-15</u>	<u>BA-30</u>	<u>8A-30M*</u>	<u>8A-45M*</u>	<u>BA-60M*</u>
1	25,201	26,244	27,448	28,988	30,445	31,971
2	25,507	26,552	27,788	29,332	30,801	32,332
3	25,904	26,971	28,212	29,784	31,276	32,822
4	26,493	27,581	28,853	30,457	31,985	33,577
5	27,089	28,193	29,496	31,137	32,697	34,318
6	27,868	29,003	30,348	32,037	33,645	35,315
7	28,661	29,823	31,206	32,937	34,595	36,313
8	29,458	30,642	32,065	33,843	35,543	37,312
9	30,228	31,461	32,926	34,752	36,493	38,311
10	31,206	32,485	33,992	35,877	37,678	39,543
11	32,185	33,508	35,058	37,004	38,863	40,791
12	33,165	34,532	36,128	38,132	40,047	42,034
13	34,339	35,751	37,410	39,483	41,458	43,524
14	35,948	37,428	39,167	41,338	43,407	45,568

The salaries of employees who were paid at Step 14 or above in 1988-1989 shall be increased by 8% for 1989-90.

A	37,147	38,669	40,469	42,706	44,848	47,077
B	38,349	39,909	41,769	44,079	46,290	48,586
C	39,729	41,361	43,539	45,676	47,969	50,347
D	44,387	46,179	48,329	51,007	53,538	56,186

\* Must have Master's degree to qualify for this column.

## APPENDIX III

TEACHERS SALARY GUIDE1990-1991

<u>Step</u>	<u>BA</u>	<u>8A-15</u>	<u>8A-30</u>	<u>8A-30M*</u>	<u>8A-45M*</u>	<u>8A-60M*</u>
1	27,217	28,344	29,644	31,307	32,881	34,529
2	27,548	28,676	30,011	31,679	33,265	34,919
3	27,976	29,129	30,469	32,167	33,778	35,448
4	28,612	29,787	31,161	32,894	34,544	36,263
5	29,256	30,448	31,856	33,628	35,313	37,063
6	30,097	31,323	32,776	34,600	36,337	38,140
7	30,954	32,209	33,702	35,572	37,363	39,218
8	31,815	33,093	34,630	36,550	38,386	40,297
9	32,646	33,978	35,560	37,532	39,412	41,376
10	33,702	35,084	36,711	38,747	40,692	42,706
11	34,760	36,189	37,863	39,964	41,972	44,054
12	35,818	37,295	39,018	41,183	43,251	45,397
13	37,086	38,611	40,403	42,642	44,775	47,006
14	38,824	40,422	42,300	44,645	46,880	49,213

The salaries of employees who were paid at Step 14 or above in 1989-1990 shall be increased by 8% for 1990-91.

A	40,119	41,763	43,707	46,122	48,436	50,843
B	41,417	43,102	45,111	47,605	49,993	52,473
C	42,907	44,670	47,022	49,330	51,807	54,375
D	47,938	49,873	52,195	55,088	57,821	60,681

\* Must have Master's degree to qualify for this column.

## APPENDIX IV

TEACHERS SALARY GUIDE1991-1992

<u>Step</u>	<u>BA</u>	<u>BA-15</u>	<u>BA-30</u>	<u>8A-30M*</u>	<u>8A-45M*</u>	<u>BA-60M*</u>
1	29,394	30,612	32,016	33,812	35,511	37,291
2	29,752	30,970	32,412	34,213	35,926	37,713
3	30,214	31,459	32,907	34,740	36,480	38,284
4	30,901	32,170	33,654	35,526	37,308	39,164
5	31,596	32,884	34,404	36,318	38,138	40,028
6	32,505	33,829	35,398	37,368	39,244	41,191
7	33,430	34,786	36,398	38,418	40,352	42,355
8	34,360	35,740	37,400	39,474	41,457	43,521
9	35,258	36,696	38,405	40,535	42,565	44,686
10	36,398	37,891	39,648	41,847	43,947	46,122
11	37,541	39,084	40,892	43,161	45,330	47,578
12	38,683	40,279	42,139	44,478	46,711	49,029
13	40,053	41,700	43,635	46,053	48,357	50,766
14	41,930	43,656	45,684	48,217	50,630	53,150

The salaries of employees who were paid at Step 14 or above in 1990-1991 shall be increased by 8% for 1991-92.

A	43,329	45,104	47,204	49,812	52,311	54,910
B	44,730	46,550	48,720	51,413	53,992	56,671
C	46,340	48,244	50,784	53,276	55,952	58,725
O	51,773	53,863	56,371	59,495	62,447	65,535

\* Must have Master's degree to qualify for this column.

APPENDIX V

COCURRICULAR ACTIVITIES

A. The following represents the base salary for each co-curricular activity. Each person will be given one (1) additional point for each one (1) year of experience in that activity in the New Providence school district to a maximum of ten (10) points. Each individual will receive a separate contract to reflect the base plus his/her individual experience.

Points assigned for new activities will be based upon the average salaries in Union County, Mountain Valley Conference, and/or where the competition exists, whichever is applicable.

The first assistant in all activities will receive seventy (70%) percent of the maximum base salary for that activity.

The second assistant in all activities will receive sixty (60%) percent of the maximum base salary for that activity.

APPENDIX V cont'd

COCURRICULAR ACTIVITIES

POINT BASE FOR COCURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>BASE POINTS</u>
<u>Football</u>	
Head	107
First Assistant	75
Second Assistant	64
<u>Wrestling</u>	
Head	85
First Assistant	60
Second Assistant	51
<u>Basketball - Boys</u>	
Head	82
First Assistant	57
Second Assistant	49
<u>Basketball - Girls</u>	
Head	82
First Assistant	57

APPENDIX V cont'd

COCURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>BASE POINTS</u>
<u>Baseball - Boys</u>	
Head	69
First Assistant	48
Second Assistant	41
<u>Softball - Girls</u>	
Head	59
First Assistant	48
<u>Soccer - Boys</u>	
Head	63
First Assistant	44
Second Assistant	38
<u>Soccer - Girls</u>	
Head	63
First Assistant	44
<u>Winter Track</u>	
Head - Boys	68
Head - Girls	68

APPENDIX V cont'd

COCURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>BASE POINTS</u>
<u>Spring Track</u>	
Head	82
First Assistant	57
<u>Cross Country</u>	
Head	44
<u>Tennis</u>	
Fall - Girls	39
Spring - Boys	39
<u>Field Hockey - Girls</u>	
Head	39
<u>Volleyball - Girls</u>	
Head	36
First Assistant	25
<u>Bowling</u>	
Head	31
<u>Golf</u>	
Head	26

APPENDIX V cont'd

COCURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>BASE POINTS</u>
<u>Gymnastics - Girls</u>	
Head	48
<u>Swimming - Girls/Boys</u>	
Head	58
First Assistant	41
<u>Trainer</u>	43
<u>Cheerleading</u>	
Head	62
First Assistant	43
<u>Marching Band</u>	
Head	42
First Assistant	29
Band Front	29
<u>All-Schools Orchestra</u>	
Head	23

APPENDIX V cont'd

COCURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>BASE POINTS</u>
<u>All-Elementary Band</u>	
Head	17
<u>All-Schools Choir</u>	
Head	23
<u>Vocal Music</u>	
Director	40
<u>High School Yearbook (without class)</u>	
Advisor	39
<u>Providential (without class)</u>	
Advisor	37
<u>High School Student Council</u>	
Advisor	29
<u>Dramatics Director</u>	
Advisor	48

## APPENDIX V cont'd

COCURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>BASE POINTS</u>
<u>Stage Management (Art)</u>	
Advisor	18
<u>Stage Crew</u>	
Advisor	25

B. The point system does not apply to the following positions. A base rate has been determined and will be increased each year by the negotiated percentages:

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
<u>Intramural Bowling</u>				
2 Positions	\$1,053	\$1,137	1,228	1,326
<u>High School Class Advisors</u>				
Senior Class (2 Pos.)	487	526	568	613
Junior Class (2 Pos.)	341	368	398	430
Sophomore Class (2 Pos.)	290	313	338	365
Freshman Class (2 Pos.)	290	313	338	365
<u>High School Treasurer</u>	2,128	2,298	2,482	2,681

## APPENDIX V cont'd

COCURRICULAR ACTIVITIES

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
<u>Middle School Music Director</u>	\$1,381	\$1,491	\$1,611	\$1,740
<u>Middle School Musical</u>				
Set Designer & Scenery (1)	691	746	806	870
Costume/Makeup/Props	551	595	643	694
<u>Middle School Puppet Show</u>	551	595	643	694
<u>Racquet Ball Club</u>	551	595	643	694
<u>Ski Club</u>	551	595	643	694
<u>Media Club</u>	551	595	643	694
<u>Middle School Yearbook</u>	551	595	643	694
<u>Erasmus Club</u>	551	595	643	694
<u>Chess Club</u>	551	595	643	694
<u>National Honor Society</u>	551	595	643	694
<u>French National Honor Society</u>	551	595	643	694
<u>Spanish National Honor Society</u>	551	595	643	694
<u>High School Chess Team</u>	551	595	643	694
<u>PAVAS</u>	551	595	643	694
<u>Middle School Student Council</u>	551	595	643	694
<u>Math Team</u>	551	595	643	694
<u>Italian Club</u>	551	595	643	694
<u>Middle School Art Team</u>	551	595	643	694
<u>Art National Honor Society</u>	551	595	643	694

## APPENDIX V cont'd

COCURRICULAR ACTIVITIES

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
<u>NIKE Club</u>	\$ 551	\$ 595	\$ 643	\$ 694
<u>Spanish Club</u>	551	595	643	694
<u>Student Service Organization</u>	551	595	643	694
<u>Future Teachers of America Club</u>	551	595	643	694
<u>Debate Club</u>	551	595	643	694
<u>Model United Nations</u>	551	595	643	694
<u>Challenge Team</u>	551	595	643	694
<u>H.O.P.</u>	551	595	643	694
<u>Youth and Government</u>	551	595	643	694
<u>Olympics of the Mind</u>				
Director	276	298	322	348
Others (3)	97	105	113	122
<u>Linwood-MacDonald</u>				
Teaching Staff	177	191	206	223
Directors (2)	354	382	413	446
<u>Literary Magazine (H.S.)</u>	763	824	890	961

MARTIN R. PACHMAN, P.A.

JUN 20 1984

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MARTIN R. PACHMAN\*

WILLIAM WALLEN\*

MEMBER OF N.J. & N.Y. BAR  
MEMBER OF N.J. & P.L. BAR

PLEASE RESPOND TO:  
Freehold

June 15, 1984

Mr. Ronald Harvey  
300 South Avenue  
Garwood, New Jersey 07027

Dear Mr. Harvey:

This letter is written to memorialize the Understanding of the Board of Education of the Borough of New Providence regarding the language of Article VII of New Providence regarding the language of Article VII of the Agreement with the NPEA for the school years 1984-1986.

It is the intention of the Board that for the duration of the Agreement all elementary teachers (Grades K-5) shall have six (6) forty (40) minute preparation periods per week, except in the event that a special teacher is unavailable on any particular day or days. The net effect of this understanding is to equalize the preparation time of teachers of grades K-3 with that of teachers of grades 4 and 5.

Very truly yours,

  
\_\_\_\_\_  
MARTIN R. PACHMAN

MRP:ly